

# Exhibit 3

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8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA  
10 SAN FRANCISCO DIVISION  
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12 IN RE FACEBOOK BIOMETRIC  
13 INFORMATION PRIVACY LITIGATION

Master Docket No.: 3:15-CV-03747-JD

**DECLARATION OF JEFFREY L. BLEICH**

14 THIS DOCUMENT RELATES TO:  
15 ALL ACTIONS  
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18 1. I am a mediator retained by Plaintiffs' Class Counsel and by Counsel for Defendant  
19 Facebook Inc. on behalf of their clients to assist all parties in resolving by settlement all claims  
20 presented in In re Facebook Biometrics Information Privacy Litigation, 3:15-cv-03747-JD (U.S.  
21 District Court, N.D. Cal). I submit this declaration in the context of this Court's evaluation of the  
22 adequacy and fairness of the settlement terms, to provide information regarding the considerations that  
23 informed the parties in the process of reaching the final terms of their agreement. I have personal  
24 knowledge of the matters stated here and if called as a witness would and could testify competently  
25 thereto.

26 2. On January 15, 2020, the parties and their counsel participated actively with me in an  
27 11-hour mediation. The participants had conducted two prior mediations with other mediators, and  
28 they advised me as well about agreements they had already reached in those sessions on certain non-

1 monetary terms. At the conclusion of the mediation, the parties reached an agreement in principle on  
2 all terms, including an agreement under which Facebook would pay \$550,000,000 to the Plaintiff  
3 class. The parties also agreed to work in good faith to reduce their agreement to writing and to address  
4 any questions with respect to details of the final terms. To the extent that any matters proved difficult  
5 to work through privately, the parties further agreed to retain me to continue as their mediator and, as  
6 needed, to arbitrate any outstanding questions.

7 3. Consistent with that agreement, the parties and their counsel have engaged in a lengthy  
8 series of discussions over the past 90 days to ensure that all terms were adequately considered and  
9 determined to be fair and just. The parties also sought – for purposes of efficiency – to anticipate and  
10 address all issues potentially of interest to the Court. Based on my 30 years of experience practicing  
11 law, including privacy and class action disputes, as well as my service in various roles overseeing the  
12 performance of counsel (including as President of the State Bar of California, and the Vice-Chair of  
13 the California Rules Revision Commission), I believe that the parties in fact devoted their best efforts  
14 to ensuring that all interests were fairly represented and, as a result, the final settlement in fact accounts  
15 for the concerns of prospective class claimants.

16 4. In anticipation of the Court’s review of their agreement, the parties carefully reviewed  
17 past rulings of the Court to ensure compliance with guidance from the Court. For example, because  
18 the parties reached this agreement prior to distribution of class notice, the parties studied the Court’s  
19 statement that the class of persons eligible to receive claims should be “People of Illinois” rather than  
20 transients, and class members’ contacts would need to be more substantial than the minimum contacts  
21 that had been selected for receiving class notice. To this end, the parties considered numerous  
22 definitions relating to Illinois residency, and settled on one less stringent than required by Illinois tax  
23 law (full-year residency), and chose instead a more lenient standard based on half-year residency in  
24 the state which would not exclude students or individuals who took occasional trips outside the state  
25 during any half-year period. Moreover, the parties reviewed the likely differences in potential numbers  
26 of claimants under alternative scenarios, and determined that the changes would not prejudice various  
27 types of legitimate claimants or significantly alter the per claimant share of the settlement.  
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1           5.       The parties devoted similar care to ensuring that notice would be provided through  
2 methods most likely to reach all potential claimants.

3           6.       The parties carefully and thoughtfully considered various benchmarks, and determined  
4 that based on reliable estimates of the class size, that the per plaintiff compensation would be  
5 consistent with admonitions from the court regarding fair treatment of class members. Specifically,  
6 the per plaintiff compensation is higher than average in other BIPA or analogous actions. The parties  
7 considered the substantial risks and costs associated not only with trial and appeal, but also the interests  
8 of the class members in avoiding case-by-case determinations, in calibrating the damages amount. The  
9 parties also assessed the agreement in the aggregate and concluded that the settlement reached will be  
10 the largest privacy judgment of its kind, if approved by this Court.

11          7.       I declare under the laws of the United States of America that the foregoing is true and  
12 correct.

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14 Dated: May 5, 2020

15  
16 /s/ Jeffrey Bleich  
17 Ambassador (ret.) Jeffrey L. Bleich  
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